

Project: POWER LINE TREE TRIMMING

Location: CAMP BONNEVILLE

CLARK COUNTY, WASHINGTON

SERVICE AND SUPPLY AND STATEMENT OF WORK

Closing Date: 17 FEBRUARY 2004 Closing Time: 9:00 AM LOCAL TIME

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Sue Valenzuela, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Sue Valenzuela, P.O. Box 3755, Seattle, WA 98124-3755.

REQUEST FOR QUOTATIONS			THIS RFQ [X] IS [] IS NOT A SMALL BUSINESS SET-AS				PAGE OF PAGES		
(THIS IS NOT AN ORDER)			This ki Q [X] is [] is no	I A SMALL DOSINESS SI	ET-ASIDE		1		18
1. REQUEST NO. 2. DATE ISSUED			3. REQUISITION/PURCHASE REQUEST NO.		UI	ERT. FOR NAT. DEF. NDER BDSA REG. 2	RATING		
W912DW-0 5a. ISSUED		09-Feb-2004	W68MD9-4035-9072			ND/OR DMS REG. 1			
USA ENGINE ATTN: CENW	ER DISTRICT, SEAT /S-CT ARGINAL WAY SOU				6. DI	ELIVER BY (Date) SEE SCHI	EDULE		
					7. DELI	VERY			
					[X]		OTHER		
	FORMATION C /ALENZUELA	ALL: (Name and Tele	ephone no.) (No collect calls) 206-764-66	691		DESTINATION	(See Sched	lule)	
8. TO: NAM	E AND ADDRE	ESS, INCLUDING Z	IP CODE		9. DES	TINATION (Consignee and a	ddress, includ	ling Z	IP Code)
						SEE SCHEDULI	=		
10. PLEASI (Date)	E FURNISH QU 17-Feb-2004	OTATIONS TO THE	E ISSUING OFFICE IN BLOC	CK 5a ON OR BEFO	RE CLOSE	OF BUSINESS:			
it to the addres contract for su	s in Block 5a. This pplies or services.	request does not commi	uotations furnished are not offers. I t the Government to pay any costs i origin unless otherwise indicated b	ncurred in the preparation	on of the subm	ission of this quotation or to			
			HEDULE (Include applicabl	e Federal, State, an	d local taxe	s)			
ITEM NO.		SUPPLIES/ SEI	RVICES	QUANTITY	UNIT	UNIT PRICE			DUNT
(a)		(b)		(c)	(d)	(e)		((f)
	SEE	E SCHEDU	JLE						
12. DISCOU	INT FOR PROM	MPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAI	R DAYS %	c. 30 CALENDAR DAYS	d. CAL	END	AR DAYS
			tations [] are [] are not						
13. NAME A	AND ADDRESS	OF QUOTER (Stree	et, City, County, State, and Code)	14. SIGNATURE (SIGN QUOTA'		NAUTHORIZED TO	15. DA' QU		F TION
				16. NAME AND T	TITLE OF S	IGNER (Type or print)			ONE NO. rea code)

Section Supplies or Services and Price

INSTRUCTIONS

INSTRUCTIONS

- 1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS. <u>52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002</u> AS INCORPORATED HEREIN.
- 2. Marking of Quote Envelopes:

Envelopes shall be plainly marked as follows:

QUOTE FOR: POWER LINE TREE TRIMMING

CAMP BONNEVILLE

CLARK COUNTY, WASHINGTON

Request for Quote No. W912DW-04-Q-0049

CLOSING DATE AND TIME: 17 FEBRUARY 2004, 09:00 A.M. LOCAL TIME

AMENDMENTS NUMBERED HAVE BEEN RECEIVED

- 3. Faxed quotes shall be accepted before closing at FAX No. 206-764-6817. Attn: Susan Valenzuela. For questions call 206-764-6691. Mailed quotes shall be accepted before closing at US Army Corps of Engineers, Seattle District, PO Box 3755 Seattle, WA. 98124. Physical street address is US Army Corps of Engineers, Seattle District, 4735 E Marginal Way S., Seattle, WA. 98134. E-mail address is Susan.M.Valenzuela@usace.army.mil
- 4. Any contractor receiving an award is required to be registered in the CCR (Central Contracting Registry).
- 5. **PROSPECTIVE OFFERORS**: The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a solicitation issued after May 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

The web site may be accessed at http://ccr2000.com. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at www.acq.osd.mil/ec.

ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors;
 Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.

- 7. Award shall be made to the responsive and responsible offer with the lowest offer.
- 8. The contractor is **required** to provide the following information with your quote:

Federal Taxpayer's ID Number:				
DUNS Number:				
CCR Cage Code Number_				
Remit to Address:				
Company Name:				
Attn:				
Address:				
City/State/Zip:				
Phone Number:				
Fax Number:				
Sales Rep's E-Mail Address:				

Web Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: https://ecweb.dfas.mil At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Milllington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

ANNOUNCEMENT TO BIDDERS/OFFERORS

Due to recent national events Seattle District US Army Corps of Engineers shall be conducting business under heightened security for the foreseeable future.

Access to Federal Center South, 4735 E Marginal Way S, Seattle WA 98124 will be through the front Lobby only. The building is under Federal Protective Service, which means that persons entering the facility are subject to inspection; including purses, packages, etc. All deliveries shall be thoroughly inspected. In addition, visitors may be required to be escorted by Corps personnel while in the building.

Please allow sufficient time to deliver your bid/proposal so that it reaches the Contract Specialist by the required date and time..

For any questions please contact the Contract Specialist assigned to your project or check our website at

www.nws.usace.army.mil for up-to-date information.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 1 Lump Sum

POWERLINE TREE TRIMMING

FFP

PROVIDE ALL LABOR, MATERIAL, AND SUPPLIES NECESSARY TO PERFORM THE TREE TRIMMING PROJECT AT CAMP BONNEVILLE, CLARK COUNTY, WASHINGTON IN ACCORDANCE WITH THE STATEMENT OF WORK DATED DECEMBER 22, 2003 AS INCORPORATED HEREIN. SERVICE WAGE DETERMINATION NO. 1994-2441, REV 20, DATED 05/30/2003 IS APPLICABLE TO THIS PROJECT AND IS INCORPORATED HEREIN. PURCHASE REQUEST NUMBER: W68MD9-4035-9072

NET AMT

FOB: Destination

Section DD1155 - Continuation Sheet

SOW

STATEMENT OF WORK

Power Line tree Trimming

Camp Bonneville, Clark County, Washington

SPT67-04-D-ML04

December 22, 2003

1. Description of work: The contractor shall provide all management, labor, tools, supplies and equipment necessary to trim trees adjacent to high-voltage power lines as specified in this Statement of Work, at Camp Bonneville, Clark County, Washington.

SCOPE:

0001: Power Line Tree Trimming at Camp Bonneville:

- 1.1. Trim tree branches and limbs from power lines at Camp Bonneville, Clark County, Washington.
- 1.2. All work and clearances to be IAW the National Electrical Safety Code (NESC) C2-2002.
- 1.3. All chipped wood products from this work may be spread directly into the wooded areas at Camp Bonneville.
- 2. Location of Work. All work is within the confines of Camp Bonneville, Clark County, Washington. The Military Reservation may be found in the Thomas Brothers Guide of the Pacific Northwest (2003 edition) on page 193, grid B5 north east of Vancouver Washington.
- 3. Drawings. N/A
- 4. Access to site/ Identification of Contractor's Employees: An employee who requires access to Camp Bonneville to perform work under this contract shall wear a contractor issued identification badge or uniform.
- 4.1. Contractor Access. Camp Bonneville is a closed post. Contractor must check in at the Post Headquarters upon arrival for work and check out at close of work daily. Post Headquarters is located in Building 4398, ¼ mile from the main gate in the first group of buildings on the left side of Pluss Road.
- 4.2. Compliance with Rules, Regulations, and Statutes: All contractor employees shall observe and comply with all applicable local, State, and Federal rules, regulations, and statutes including those concerning fire, safety, sanitation, security, vehicle safety, and hazardous material handling.
- 4.3. Firearms. Contractor personnel while performing work under this contract shall carry no firearms.
- 5. Utility Outages. N/A.
- 6. Protection of Government Property. In addition to the requirements of the contract clauses, the contractor shall protect all Government property within the work areas, except for such property required to be demolished.
- 7. Staging Area: No building will be available for the Contractor's use on Camp Bonneville. Contractor may use space available as directed by Camp Bonneville Maintenance Lead for temporary staging of material and equipment for this project.

- 7.1. The area utilized shall be returned at the termination of this contract in the same condition as existed at the time of entering into the contract, fair wear and tear accepted.
- 7.2. The Contractor's facilities and storage site shall be neat, clean and orderly at all times. There shall be no trash, debris or other objectionable material within the Contractor's area except in dumpsters or other manufactured receptacles used for disposal purposes. Materials shall be sorted, stacked in neat piles and separated. Equipment and vehicles shall be located in one area of the site. Dumpsters and other receptacles shall not be filled to overflowing and shall be located in the most inconspicuous area of the site visible from main roads.
- 7.3. All facilities, equipment and vehicles shall be in proper repair and usable. Any rusted, broken, torn, bent or otherwise objectionable facilities, equipment, material, dumpsters or vehicles shall be immediately removed from the Contractor's site. Only normal operator maintenance will be allowed on contractor's vehicles on site.
- 8. Availability of Utility Services.
- 8.1. Water: N/A.
- 8.2. Electricity: N/A.
- 8.3. Sanitary Provisions: Contractor shall provide sanitary accommodations for use of the employees as may be necessary and shall maintain accommodations approved by the Project Lead. Accommodations shall comply with the requirements and regulations of the State Health Department, County Sanitation or other authorities having jurisdiction.
- 8.4. Disposal of Solid Waste and Refuse: With the exception of chipped wood products, all construction debris, solid waste and refuse shall be disposed of at a location off Camp Bonneville.
- 9. Submittal. All items below or required per the contract specifications shall be submitted for review or approval as indicated. Any proposed deviations to design shall be submitted for approval prior to installation. ENG Form 4025 shall accompany all submittals.
- 9.1. Work Plan including Safety (GA). The Contractor shall prepare an accident prevention plan according to the USACE Safety and Health Requirements Manual (EM 385-1-1) available online at http://www.usace.army.mil/inet/usace-docs/eng-manuals/em.htm.
- 10. Performance Period: The Contractor shall commence work within seven calendar days after the notice to proceed. All work shall be completed within 30 calendar days of notice to proceed.
- 11. Points of Contact.
- 11.1 All correspondence related to this project shall be directed to:

U.S. Army Corps of Engineers Small Projects Office P.O. Box 92146 Tillicum, WA. 98492-0146 ATTN: Nilo Bonificio

Nilo.M.Bonifacio@nws02.usace.army.mil

- ? All work and clearances to be IAW the National Electrical Safety Code (NESC) C2-2002.
- ? Minimum cuts to achieve required clearances.
- ? Insure that road is clear of debris at end of each shift.
- 11.2 Project Lead and QA.

Mel C. Latham

Seattle District, Small Projects Team

Seattle: 206.764.6757 Ft Lewis: 253.966.4361 Cell: 253.678.0836

- 12. Qualifications of personnel: All power line tree trimming shall be performed by licensed and bonded arborists qualified for tree trimming work near energized power transmission lines.
- 12.1. All electrical work shall be performed by licensed and bonded high voltage electricians as required by RCW 19.28, Laws, Rules & Regulations For Installing Electric Wires & Equipment.
- 13. Specifications included in this contract are as follows:

CLAUSES INCORPORATED BY REFERENCE

52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.243-1	Changes Fixed Price	AUG 1987

CLAUSES INCORPORATED BY FULL TEXT

- 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2004)
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) Listed below are additional clauses that apply:
- (i) 52.232-1, Payments (Apr 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
- (iii) 52.232-11, Extras (Apr 1984).
- (iv) 52.232-25, Prompt Payment (Oct 2003).

- (v) 52.233-1, Disputes (Jul 2002).
- (vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).
- (vii) 52.253-1, Computer Generated Forms (Jan 1991).
- (b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:
- (1) The clauses listed below implement provisions of law or Executive order:
- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.).
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).
- (vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition**--
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
- (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
- (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://www.farsite.hill.af.mil http://www.dtic.mil/dfars

- (d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be

liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561730.
- (2) The small business size standard is **\$6.0 Million**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ($\,$) is, ($\,$) is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--
- (i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern-

- (1) Means a small business concern--
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- $\label{eq:conducted} \mbox{(iii) Be ineligible for participation in programs conducted under the authority of the Act.}$

(End of provision)

WAGE DETERMINATION

BRS Document Viewer

WAGE DETERMINATION NO: 94-2441 REV (20) AREA: OR, PORTLAND

WAGE DETERMINATION NO: 94-2441 REV (20) AREA: OR,PORTLAND

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

| WASHINGTON D.C. 20210
|
| Wage Determination No.: 1994-2441

William W.Gross Division of | Revision No.: 20

Director Wage Determinations | Date Of Last Revision: 05/30/2003

States: Oregon, Washington

Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill

Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

Fringe Benefits Required Follow the Occupational	Listing
OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.02
01012 - Accounting Clerk II	11.04
01013 - Accounting Clerk III	13.12
01014 - Accounting Clerk IV	15.79
01030 - Court Reporter	14.84
01050 - Dispatcher, Motor Vehicle	14.84
01060 - Document Preparation Clerk	11.76
01070 - Messenger (Courier)	8.95
01090 - Duplicating Machine Operator	11.40
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	7.48
01116 - General Clerk II	8.81
01117 - General Clerk III	11.30
01118 - General Clerk IV	13.26
01120 - Housing Referral Assistant	15.65
01131 - Key Entry Operator I	10.33
01132 - Key Entry Operator II	12.73
01191 - Order Clerk I	10.97
01192 - Order Clerk II	13.66
01261 - Personnel Assistant (Employment) I	10.74
01262 - Personnel Assistant (Employment) II	12.35
01263 - Personnel Assistant (Employment) III	14.81
01264 - Personnel Assistant (Employment) IV	16.34
01270 - Production Control Clerk	17.13
01290 - Rental Clerk	12.05
01300 - Scheduler, Maintenance	13.00
01311 - Secretary I	12.22
01312 - Secretary II	14.64
01313 - Secretary III	15.36
01314 - Secretary IV	18.25
01315 - Secretary V	20.00
01320 - Service Order Dispatcher	13.00
01341 - Stenographer I	11.40
01342 - Stenographer II	13.00
01400 - Supply Technician	18.60
01420 - Survey Worker (Interviewer)	13.06

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01460	- Switchboard Operator-Receptionist	11.40
	- Test Examiner	14.64
	- Test Proctor	14.64
01531	- Travel Clerk I	10.20
01532	- Travel Clerk II	11.11
01533	- Travel Clerk III	11.96
01611	- Word Processor I	11.40
01612	- Word Processor II	13.00
01613	- Word Processor III	14.84
03000 -	Automatic Data Processing Occupations	
03010	- Computer Data Librarian	11.31
03041	- Computer Operator I	11.74
03042	- Computer Operator II	13.57
03043	- Computer Operator III	15.70
03044	- Computer Operator IV	17.42
03045	- Computer Operator V	19.30
03071	- Computer Programmer I (1)	14.90
	- Computer Programmer II (1)	17.88
03073	- Computer Programmer III (1)	22.12
03074	- Computer Programmer IV (1)	27.23
03101	- Computer Systems Analyst I (1)	20.79
	- Computer Systems Analyst II (1)	25.26
	- Computer Systems Analyst III (1)	27.62
	- Peripheral Equipment Operator	12.00
	Automotive Service Occupations	
	- Automotive Body Repairer, Fiberglass	17.42
	- Automotive Glass Installer	15.85
	- Automotive Worker	15.85
	- Electrician, Automotive	16.58
	- Mobile Equipment Servicer	14.24
	- Motor Equipment Metal Mechanic	17.42
	- Motor Equipment Metal Worker	15.85
	- Motor Vehicle Mechanic	17.16
	- Motor Vehicle Mechanic Helper	13.40
	- Motor Vehicle Upholstery Worker	15.07
	- Motor Vehicle Wrecker	15.85
	- Painter, Automotive	16.58
	- Radiator Repair Specialist	15.85
	- Tire Repairer	13.76
	- Transmission Repair Specialist	17.42
	Food Preparation and Service Occupations	17.12
	set) - Food Service Worker	8.47
	- Baker	12.43
	- Cook I	10.31
	- Cook II	11.47
	- Dishwasher	7.91
	- Meat Cutter	14.51
	- Waiter/Waitress	8.52
	Furniture Maintenance and Repair Occupations	0.52
	- Electrostatic Spray Painter	16.58
	- Furniture Handler	11.77
	- Furniture Handler - Furniture Refinisher	16.58
	- Furniture Refinisher Helper	13.40 15.07
	- Furniture Repairer, Minor	
	- Upholsterer Conoral Services and Support Occupations	16.58
TT030 -	General Services and Support Occupations	

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11000			0 10
		Cleaner, Vehicles	9.18
		Elevator Operator	9.07
		Gardener	11.37
		House Keeping Aid I	8.43
		House Keeping Aid II	9.10
		Janitor	9.10
		Laborer, Grounds Maintenance	9.46
		Maid or Houseman Pest Controller	8.72 12.00
		Refuse Collector	9.10
		Tractor Operator	10.78
		Window Cleaner	9.80
		ealth Occupations	9.00
		Dental Assistant	14.14
		Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.68
		Licensed Practical Nurse I	13.73
		Licensed Practical Nurse II	15.40
		Licensed Practical Nurse III	17.23
		Medical Assistant	12.29
		Medical Laboratory Technician	12.63
		Medical Record Clerk	11.74
		Medical Record Technician	14.14
		Nursing Assistant I	7.98
		Nursing Assistant II	8.97
		Nursing Assistant III	9.78
		Nursing Assistant IV	10.67
		Pharmacy Technician	12.45
		Phlebotomist	12.10
		Registered Nurse I	15.21
		Registered Nurse II	23.18
		Registered Nurse II, Specialist	23.18
		Registered Nurse III	27.72
		Registered Nurse III, Anesthetist	27.72
		Registered Nurse IV	28.18
		nformation and Arts Occupations	
		Audiovisual Librarian	16.91
		Exhibits Specialist I	14.29
		Exhibits Specialist II	17.69
		Exhibits Specialist III	20.06
		Illustrator I	15.26
		Illustrator II	18.89
13043	_	Illustrator III	21.42
13047	_	Librarian	21.65
13050	_	Library Technician	12.65
		Photographer I	12.94
		Photographer II	13.87
		Photographer III	17.17
		Photographer IV	20.92
		Photographer V	25.30
		aundry, Dry Cleaning, Pressing and Related Occupations	
		Assembler	8.18
		Counter Attendant	8.18
15040	_	Dry Cleaner	9.79
		Finisher, Flatwork, Machine	8.18
		Presser, Hand	8.18
15100	_	Presser, Machine, Drycleaning	8.18
		-	

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15130) –	Presser, Machine, Shirts	8.18
15160) –	Presser, Machine, Wearing Apparel, Laundry	8.18
15190) –	Sewing Machine Operator	10.46
15220) –	Tailor	11.23
15250) –	Washer, Machine	8.88
19000 -	M	achine Tool Operation and Repair Occupations	
19010) –	Machine-Tool Operator (Toolroom)	16.58
19040) –	Tool and Die Maker	22.00
21000 -	M	aterial Handling and Packing Occupations	
21010) –	Fuel Distribution System Operator	15.66
21020) –	Material Coordinator	16.58
21030) –	Material Expediter	16.58
21040) –	Material Handling Laborer	12.22
21050) –	Order Filler	11.94
21071	. –	Forklift Operator	14.15
21080) –	Production Line Worker (Food Processing)	14.51
21100) –	Shipping/Receiving Clerk	13.40
		Shipping Packer	13.43
		Store Worker I	10.30
21150) –	Stock Clerk (Shelf Stocker; Store Worker II)	13.17
21210) –	Tools and Parts Attendant	14.51
21400) –	Warehouse Specialist	14.51
		echanics and Maintenance and Repair Occupations	
		Aircraft Mechanic	18.27
		Aircraft Mechanic Helper	14.51
		Aircraft Quality Control Inspector	20.09
		Aircraft Servicer	16.58
		Aircraft Worker	17.44
		Appliance Mechanic	17.42
		Bicycle Repairer	13.76
		Cable Splicer	22.03
		Carpenter, Maintenance	18.60
		Carpet Layer	17.44
		Electrician, Maintenance	23.60
		Electronics Technician, Maintenance I	13.33
		Electronics Technician, Maintenance II	19.94
		Electronics Technician, Maintenance III	22.98
		Fabric Worker	15.12
		Fire Alarm System Mechanic	
			19.16
		Fire Extinguisher Repairer	15.59
		Fuel Distribution System Mechanic General Maintenance Worker	19.16
			15.85
		Heating, Refrigeration and Air Conditioning Mechanic	17.45
		Heavy Equipment Mechanic	18.86
		Heavy Equipment Operator	19.34
		Instrument Mechanic	19.34
		Laborer	10.12
		Locksmith	16.58
		Machinery Maintenance Mechanic	18.23
		Machinist, Maintenance	20.34
		Maintenance Trades Helper	13.40
		Millwright	19.16
		Office Appliance Repairer	18.24
		Painter, Aircraft	17.39
		Painter, Maintenance Pipefitter, Maintenance	16.58 21.36

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		Plumber, Maintenance	19.07
		Pneudraulic Systems Mechanic	19.16
		Rigger	19.16
		Scale Mechanic	17.44
		Sheet-Metal Worker, Maintenance	17.81
		Small Engine Mechanic	15.85
		Telecommunication Mechanic I	18.65
		Telecommunication Mechanic II	19.55
		Telephone Lineman	19.16
		Welder, Combination, Maintenance	17.42
		Well Driller	18.59
23970	-	Woodcraft Worker	20.02
23980	-	Woodworker	14.24
24000 -	Р	ersonal Needs Occupations	
24570	-	Child Care Attendant	9.95
24580	-	Child Care Center Clerk	13.04
24600	-	Chore Aid	8.69
24630	-	Homemaker	14.74
25000 -	P.	lant and System Operation Occupations	
25010	-	Boiler Tender	19.33
25040	-	Sewage Plant Operator	17.51
25070	-	Stationary Engineer	19.33
25190	-	Ventilation Equipment Tender	14.51
25210	-	Water Treatment Plant Operator	18.33
27000 -	Pı	rotective Service Occupations	
(not s	set	c) - Police Officer	21.06
27004	_	Alarm Monitor	14.91
27006	_	Corrections Officer	19.51
27010	_	Court Security Officer	19.84
27040	_	Detention Officer	19.84
		Firefighter	20.30
		Guard I	10.58
27102	_	Guard II	13.92
28000 -	St	evedoring/Longshoremen Occupations	
		Blocker and Bracer	17.75
28020	_	Hatch Tender	17.75
		Line Handler	17.75
		Stevedore I	16.16
		Stevedore II	17.64
		echnical Occupations	
		Graphic Artist	18.88
		Air Traffic Control Specialist, Center (2)	29.00
		Air Traffic Control Specialist, Station (2)	19.99
		Air Traffic Control Specialist, Terminal (2)	22.02
		Archeological Technician I	12.80
		Archeological Technician II	14.30
		Archeological Technician III	17.69
		Cartographic Technician	18.61
		Computer Based Training (CBT) Specialist/ Instructor	20.79
		Civil Engineering Technician	18.70
		Drafter I	11.59
		Drafter II	13.33
		Drafter III	14.29
		Drafter IV	17.69
		Engineering Technician I	12.53
		Engineering Technician II	14.08
∆3U0∠	_	Engineering recimiteran ii	14.00

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29083 - Engineering Technician III	16.67
29084 - Engineering Technician IV	20.03
29085 - Engineering Technician V	25.70
29086 - Engineering Technician VI	28.56
29090 - Environmental Technician	16.80
29100 - Flight Simulator/Instructor (Pilot)	25.23
29160 - Instructor	20.77
29210 - Laboratory Technician	15.90
29240 - Mathematical Technician	18.87
29361 - Paralegal/Legal Assistant I	14.69
29362 - Paralegal/Legal Assistant II	20.92
29363 - Paralegal/Legal Assistant III	25.59
29364 - Paralegal/Legal Assistant IV	30.97
29390 - Photooptics Technician	18.87
29480 - Technical Writer	23.25
29491 - Unexploded Ordnance (UXO) Technician I	18.43
29492 - Unexploded Ordnance (UXO) Technician II	22.30
29493 - Unexploded Ordnance (UXO) Technician III	26.72
29494 - Unexploded (UXO) Safety Escort	18.43
29495 - Unexploded (UXO) Sweep Personnel	18.43
29620 - Weather Observer, Senior (3)	17.63
29621 - Weather Observer, Combined Upper Air and Surface Programs (3) 15.90
29622 - Weather Observer, Upper Air	15.90
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.37
31260 - Parking and Lot Attendant	8.65
31290 - Shuttle Bus Driver	11.32
31300 - Taxi Driver	9.68
31361 - Truckdriver, Light Truck	11.32
31362 - Truckdriver, Medium Truck	16.91
31363 - Truckdriver, Heavy Truck	17.67
31364 - Truckdriver, Tractor-Trailer	17.67
99000 - Miscellaneous Occupations	17.07
99020 - Animal Caretaker	9.62
99030 - Cashier	10.02
99041 - Carnival Equipment Operator	9.71
	10.31
99042 - Carnival Equipment Repairer 99043 - Carnival Worker	7.91
99050 - Desk Clerk	10.45
99095 - Embalmer	18.43
99300 - Lifeguard	9.68
99310 - Mortician	18.61
99350 - Park Attendant (Aide)	12.16
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.59
99500 - Recreation Specialist	14.49
99510 - Recycling Worker	12.29
99610 - Sales Clerk	10.65
99620 - School Crossing Guard (Crosswalk Attendant)	10.01
99630 - Sport Official	9.68
99658 - Survey Party Chief (Chief of Party)	20.22
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.33
99660 - Surveying Aide	11.92
99690 - Swimming Pool Operator	14.51
99720 - Vending Machine Attendant	12.29
99730 - Vending Machine Repairer	14.51
99740 - Vending Machine Repairer Helper	12.29

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:
HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month
VACATION: 2 weeks paid vacation after 1 year of service with a contractor or
successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service
includes the whole span of continuous service with the present contractor or
successor, wherever employed, and with the predecessor contractors in the
performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)
HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther
King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day,
Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A
contractor may substitute for any of the named holidays another day off with pay in
accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)
THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as
numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work). HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.
- A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.